

Services Agreement Number

00-10617

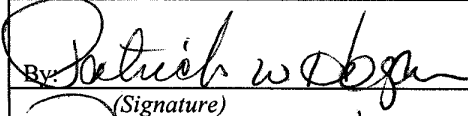
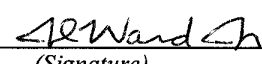
MICROSOFT MASTER PREMIER SUPPORT SERVICES AGREEMENT- STATE & LOCAL

This MICROSOFT MASTER PREMIER SUPPORT SERVICES AGREEMENT-STATE & LOCAL is entered into between the following agency and Microsoft affiliate as of the effective date identified below. If different from the main contact information, any notices must be addressed to the contact and locations outlined in the notices section below. We will notify you in writing if our address information changes. You must notify us in writing if your address changes.

| | |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Agency Name <i>State of Texas, Dept. of Information Resources</i> | Name and address of contracting Microsoft affiliate Microsoft Corporation |
| Street Address and/or post office box <i>300 W. 15th Street Suite 1300</i> | Street Address and/or post office box One Microsoft Way BP/10069 |
| City and State / Province <i>Austin, Texas</i> | City and State / Province Redmond, WA |
| Country and Postal Code <i>78701</i> | Country and Postal Code 98052 |
| Contact Name <i>Stephanie Miller</i> | |
| Phone Number <i>(512) 463-6362</i> | Phone Number 425-704-5768 |
| Fax Number <i>(512) 475-4759</i> | Fax Number 425-936-7329 |
| Email Address <i>Stephanie.miller@dir.State.tx.us</i> | Email Address ericapau@Microsoft.com |
| For the Attention of: <i>Stephanie Miller</i> | For the Attention of: Erica Paulson |
| | The agreement and attached documents should be sent to the above address for approval and processing. |
| Agency Notices Information (if different than above) Agency Name | <i>All NOTICES should have Copy To:</i> Microsoft Corporation, Law and Corporate Affairs |
| Street Address and/or post office box | One Microsoft Way |
| City and State / Province | Redmond, WA |
| Country and Postal Code | USA 98052 |
| Contact Name | |
| Phone Number | |
| Fax Number | 425-936-7329 |
| Email Address | ericapau@Microsoft.com |
| For the Attention of: | For the Attention of: Services Attorney |

This agreement consists of (1) this cover page, (2) the attached terms and conditions, (3) any services description entered into under this agreement, (4) Appendix A.

By signing below, you represent that the information you provide on this and each of the attached forms is accurate.

| | |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Name of Agency (Entity Name): State of Texas, Department of Information Resources | Name of contracting Microsoft affiliate: |
| By:  (Signature) | By:  (Signature) |
| Name: Patrick W Hogan (Printed) | Name: J. I. Ward, Jr. (Printed) |
| Title: Director (Printed) | Title: Director, Premier Public Sector (Printed) |
| Date: 6-5-01 | Effective Date: 6/18/2001 |

MICROSOFT SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Definitions. In this agreement, "you" means, as the context requires, the agency that has signed this agreement with us or the affiliate that signs a services description; "we" or "us" means, as the context requires, the Microsoft entity that has signed this agreement or the affiliate that signs a services description; "affiliates" means (i) with regard to you, *Texas state agency as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003); and local governments, including school districts, as defined in Section 791.003, Texas Government Code;* and (ii) with regard to us, legal entities that we own, which own us, or which are under common ownership with us; "fixes" means bug fixes, workarounds, patches, beta fixes and beta builds; and "service deliverables" means computer code and related materials, other than fixes, we provide to you when performing services. Certain other terms are defined as set forth elsewhere in this agreement, including service descriptions.

2. Support Services. We agree to provide product support services under the terms and conditions of this agreement. The precise scope of the services will be specified in services descriptions entered into under this agreement. You or any of your affiliates can enter into services descriptions under this agreement with our local affiliate. *Each individual affiliate is responsible for its compliance with the terms and conditions of this agreement. DIR will be responsible for compliance with the terms in this agreement applicable to DIR, but not for the compliance of any affiliates with the terms applicable to affiliates.* Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This agreement does not obligate either of us or any of our affiliates to enter into any work order or services description. *Prior to commencing services hereunder, we, you and the affiliate requesting the services shall execute a service description.*

3. Fees and expenses. *Premier Support is a prepaid service and all fees are due upon acceptance of the Services Description and payable within 30 days. After we agree to provide the product support services under the agreement, you agree to pay us the correctly invoiced fees for services described in each DIR and affiliate approved service description. You will reimburse us for reasonable travel expenses as specified in Service Descriptions issued to affiliates in accordance with the State of Texas Travel Management Program. You agree to pay us pursuant to the Texas Prompt Payment Act, which directs payment 30 days following acceptance by the affiliate and DIR of the services provided. Product support services are deemed accepted upon affiliate and DIR approval of properly submitted Service Descriptions. We will not change our fees during the term of a services description, but we may adjust fees prior to entering any new services description. You and each of your affiliates are tax exempt and shall not pay, or be liable for the reimbursement of, any sales, use, value added, excise or other tax, duties, tariffs, or other governmental charges or expenses on payments made under this agreement. We are responsible for taxes based upon our personal property ownership and net income. We will assess a finance charge of the lesser of 1.5% per month or the highest amount allowed by the Texas Prompt Payment Act on all past due amounts. Failure to pay for more than 60 days after the date of invoice shall be a material breach.*

4. Supportability. During the term of a services description, we can add support for new products or discontinue support for products that are obsolete or the intellectual property rights of which are sold to another company. If we discontinue support for a product, we must give you six months prior notice. If we sell to another company the intellectual property rights to a product, we will give you notice of the sale and either (i) arrange for the other company to continue the support immediately; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify that implementation to make it effectively supportable within 30 days after the notice, we will not be obligated to provide additional support services for that particular implementation.

We will provide support services only for Microsoft products that are validly licensed.

5. Restrictions on use. You may not:

- * Rent, lease, lend or host service deliverables, except where we agree by written agreement;
- * Reverse engineer, de-compile or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation or where we agree by written agreement;
- * Transfer licenses to, or sublicense fixes or service deliverables to the U.S. Government.

You acknowledge that software licensed under this agreement is of U.S. origin. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

6. **Contract Procedures.** *The DIR affiliate will contact us to obtain a service description for product support services. We will issue a service description to the affiliate. The service description will include the service level of the Technical Account Manager, the number of support incidents, the total estimated travel expenses (excluding T&E for unforeseen ROSS on-site visits), a start and end date, and affiliate pricing as specified in Appendix "A" which includes the DIR administrative fee, currently 2%. DIR will present a DIR approved service description to us. After DIR presents the approved service description and acknowledgement, which will include MS Public Sector Price List rates and DIR signature, we will commence work. We will invoice DIR after the start date of each approved service description and acknowledgement against the Blanket Purchase Order to be issued. The invoices are payable within 30 days.*

7. **Ownership and license.** Use of any fixes is defined by the product use rights for the affected product or, if the fix is not provided for a specific product, any other use terms we provide. All fixes are licensed to you. We will provide you with a copy of the applicable product use rights or other use terms, or we will make them available to you either by publication on the World Wide Web at a site we identify to you or by some other reasonable means. You acknowledge you have access to the World Wide Web. We may also provide other computer software and materials in connection with support services. The services description will specify the rights in the computer software and materials for those services. We do not transfer ownership rights in any licensed products and we reserve all rights not expressly granted.

8. **Confidentiality.**

a. **Confidential information.** Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements. All beta products are confidential unless excepted below.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

b. **Use of confidential information.** *To the extent permitted by Texas law*, for a period of five years after disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the disclosing party will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

To the extent permitted by Texas law, you and we will take reasonable precautions to safeguard each other's confidential information. Such precautions will be at least as great as those we each take to protect our own confidential information. You and we will disclose each other's confidential information to our employees or consultants only on a need-to-know basis and subject to the confidentiality obligations imposed here. *To the extent permitted by Texas law*, when confidential information is no longer necessary to perform any obligation under any of the agreements, each of us will return it to the other or destroy it at the other's request. Notwithstanding any other provision of this Section 5, you may disclose the terms and conditions of this agreement in accordance with the requirements of your public records law. *Specifically, we acknowledge that this agreement is subject to Texas's Public Information Act, and that this agreement may nevertheless be deemed as a matter of law to be public information under the Texas Public Information Act. Accordingly, the parties agree that if you receive a request for such information, you will promptly notify us at such request, and the identity of the requesting party, whereupon our receipt of such notice we agree that our consent to such disclosure, subject to and in accordance with the provisions of the Texas Public Information Act, shall be deemed to have been given. You agree to take every commercially reasonable step to ensure that your personnel, or the personnel of any affiliates, which respond to such Public Information Act requests are aware of this notification requirement. We agree that failure to notify us of such disclosure, or a similar such failure of an affiliate, which such failure is due solely to simple negligence, shall not be deemed to be a material breach of this agreement.*

c. Retained rights. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, these people are free to use the information that they remember related to information technology, including ideas, concepts, know-how or techniques, so long as they do not disclose confidential information of the other party in violation of this agreement. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

We or you may provide suggestions, comments or other feedback to the other with respect to the other's confidential information. Feedback is voluntary and the receiving party is not required to hold it in confidence. The receiving party will not disclose the source of feedback without the providing party's consent. Feedback may be used for any purpose without obligation of any kind.

d. Cooperation in the event of disclosure. Each of us will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use.

e. Knowledge base. We may use any technical information we derive from providing the services relating to problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

9. Warranties.

a. Services. We warrant that all services will be performed using generally accepted industry standards and practices. We will use commercially reasonable efforts in providing product support services.

b. No other warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS SECTION, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

10. Defense of infringement claim. We will defend you *and any Affiliate* against any claim by an unaffiliated third party that any service deliverable infringes its copyright, or U.S. trademark, or misappropriates any trade secret protected under the laws of the United States (as the terms "misappropriation" and "trade secret" are defined in the Uniform Trade Secrets Act), and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement, *subject to the written approval of our sole control of the defense and settlement of the claim by the Texas Attorney General which will not be unreasonably withheld or delayed and, in any event, such approval shall be required only to the extent required by the constitution or a statute of the State of Texas. Our defense obligations under this Section 9 shall be null and void if the Texas attorney General does not grant us the approval specified above in a timely manner. You and your affiliate agree(s) to provide us with reasonable assistance in defending the claim, and we will reimburse you or any affiliate for reasonable out of pocket expenses that you or it incur(s) in providing that assistance.*

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) specifications you or any affiliate provide to us for the service deliverables; (ii) code or materials provided by you or any affiliate as part of service deliverables; (iii) you or any affiliate running of the service deliverables after we notify you or any affiliate to discontinue running due to such a claim; (iv) your combining (or any affiliate combining) the service deliverables with a non-Microsoft product, data or business process; (v) use of, or access to, the service deliverables by any person or entity other than an employee, contract employee or volunteer employee of you or an affiliate and for which you or such affiliate take responsibility; or (vi) your altering the service deliverables. In addition, we will not be liable for any trade secret claim based upon acts of you or your affiliates, which, in the absence of this agreement, would make you or such affiliate(s) liable for trade secret misappropriation. To the extent permitted under the laws and the constitution

of the State of Texas, you will be completely responsible for all costs and damages associated with any and all claims or lawsuits that arise or result from these actions.

If we receive information concerning an infringement claim related to a service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing service deliverable, or (ii) modify the service deliverable or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or service deliverable immediately. If, as a result of an infringement claim, your use of a service deliverable is enjoined by a court of competent jurisdiction, we will use commercially reasonable efforts to either procure the right to continue its use, replace it with a functional equivalent, or modify it to make it non-infringing.

If any other type of third party claim is brought against you *or your affiliate* regarding our intellectual property, you *or your affiliate* must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section.

11. Limitation of liability.

a. Limitation. There may be situations in which you *and/or your affiliates* have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, our *aggregate liability under this agreement* will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you *and/or your affiliates* have paid for the services giving rise to the claim. In the case of our responsibilities with respect to third party *trademark or copyright* infringement claims, *or claims of trade secret misappropriation*, our obligation to defend such claims will not be subject to the preceding limitation, but our liability to pay damages resulting from any final adjudication (or settlement to which we consent) will be. In the case of services provided to you free of charge, or code you are authorized to redistribute to third parties without separate payment to Microsoft, our total liability to you will not exceed US\$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to our obligations under Section 7 (confidentiality).

b. No liability for certain damages. To the maximum extent permitted by *Texas* law, neither party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights *to the extent such exclusion is permitted by Texas law*.

c. Application. The limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

12. Price Protection. *Our rates for product support services as of the Effective Date of this services agreement are attached to this agreement as Appendix A, Premier Support Services Pricing. We reserve the right to revise our product support rates 1 (one) year following the date of execution of this agreement. Estimated total fees for product support services under each service description will be as agreed by the parties in each service description and acknowledgement.*

13. Term and termination. *Providing that this Agreement is properly executed, it shall be effective as of the date signed by us (the "effective date"), provided that it must also be executed by you to become legally binding, and will remain in effect unless it is terminated by either party as described below. This agreement shall remain in effect until terminated. You may terminate this agreement or any services description for convenience by giving us 30 days written notice. Either party may terminate this agreement or any services description if the other party is in material breach or default of any obligation that is not cured within 30 days notice of such breach. You agree to pay all fees for services performed and expenses incurred prior to termination in accordance with provisions of Section 3. Termination of this agreement will terminate all outstanding services descriptions.*

14. Survival. The provisions regarding warranty, limitation of liability, confidentiality, fees and expenses, obligations on termination or expiration ownership, and miscellaneous of this agreement, and any provisions specified as surviving in a services description, survive any termination or expiration of this agreement or any services description.

15. Insurance. At all times when we will be performing services on your premises, we will have the following insurance coverage:

a. Commercial general liability covering bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence;

b. Workers' compensation (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering our employees under applicable state workers' compensation laws for work-related injuries suffered by our employees;

c. Employer's liability with limits of not less than \$1,000,000 each accident; and

d. Communications liability and errors and omissions liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of this agreement, with a limit of liability of not less than \$2,000,000 each claim.

We will provide you with evidence of coverage on request.

16. Miscellaneous.

a. Entire agreement. The documents identified on the cover page of this agreement constitute our entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents shall control in the following order: (i) this agreement, and (ii) any services description. The terms of any purchase order or any general terms and conditions you or your affiliates maintain, other than those mandatory terms required by statute or regulation, do not apply. This agreement can be changed only by an amendment signed by both parties.

b. Independent contractor; subcontractors. We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. We may use subcontractors to perform services, in which case we will be responsible for the performance of those subcontractors.

c. Notices. All notices, authorizations, and requests given or made in connection with this agreement, including notice of termination of this agreement, must be sent by post, express courier, facsimile, or email to the addresses and numbers indicated in the cover page to this agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.

d. Assignment. Neither party may assign this agreement or any service description without the written consent of the other, *which consent will not be unreasonably withheld.*

e. Severability. If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement to give effect to the stricken clause to the maximum extent possible.

f. Waiver. No waiver of any breach of this agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

g. Force majeure. To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

h. Note on Java support. The products, fixes or service deliverables may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. *Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.*

i. Limitations on actions. Except for any different period required by applicable law, any action arising under this agreement must be brought within two years from the date that the cause of action arose.

j. Applicable law; dispute resolution. The terms of this agreement will be governed by the laws of the State of Texas, without giving effect to its conflict of law provisions. This choice of law does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. Disputes relating to this agreement or any service description will be subject to the requirements of Chapter 2260, Government Code.

k. Cost or pricing data. We will not, under any circumstances, accept work that would require the submission of cost or pricing data.

l. Microsoft Affirmation. By accepting the terms of this agreement, we certify to the best of our knowledge and belief that (i) we or our affiliates have not given, nor offered to give, nor do we intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement; (ii) neither we nor our affiliates are currently delinquent in the payment of any franchise tax owed the State of Texas or in the payment of any child support obligations under applicable state law; and (iii) that Microsoft is a Qualified Information Services Vendor as defined in 2157.001 (2), Government Code.

m. Antitrust Statement. On June 7, 2000, in United States of America vs. Microsoft Corporation, the United States District Court for the District of Columbia issues a final judgment based upon earlier determinations that Microsoft has violated federal and state antitrust laws. The State of Texas is not party to that litigation; thus there was no ruling with respect to violation by Microsoft of Texas antitrust laws. Microsoft believes that the determinations of the district court were erroneous in numerous respects and that the company has not violated any antitrust laws. Microsoft has filed a timely notice of appeal.

n. Appropriation of Funds. The continuation of this agreement and any affiliate agreement under this agreement is contingent upon the appropriation of funds to fulfill the requirements of this agreement by the Texas legislature. If the Texas legislature fails to appropriate sufficient monies to provide for the continuation of this agreement, as it pertains to you or any affiliate, or if such appropriations are reduced by the veto of the Governor of the State of Texas, or by any means provided by law, and the effect of such reduction is to provide insufficient monies for the continuation of this agreement, this agreement shall immediately terminate on the last date of the fiscal year in which sufficient funds are available.

o. "Buy Texas" Preference Applicable to Service Contracts. We acknowledge and agree that, to the extent applicable in performing services under this agreement, we have purchased products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas in accordance with Section 2155.4441, Government Code." You acknowledge and agree that our services typically do not require the purchase of products or materials from third parties.

p. Application of Payments to satisfy Outstanding Debt or Taxes owed the State of Texas. We acknowledge and agree that, to the extent we owe any debt or delinquent taxes to the State of Texas, in accordance with Section 403.055(h), Government Code, any payments we are owed under this agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes we owe the State of Texas until the debt or delinquent taxes are paid in full."

q. Equivalent Access. We expressly acknowledge that state funds may not be expended in connection with the purchase of an automated information system, unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, we represent and warrant that the technology provided to you and your Affiliates for purchase pursuant to this Agreement and the related enrollments is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided

include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

You agree to provide us with written notice of any claim of non-compliance of one or more products with respect to this Section 14(r), and shall allow us a reasonable period of time in which to cure such non-compliance. Provided that we are unable to cure such non-compliance within a reasonable period of time, you and your Affiliates' sole remedy for our breach of this Section 14(r) shall be to receive from us a credit against future license fees equal to the depreciated value of the product licenses obtained under an enrollment for non-compliant products. Upon receipt of such credit, you or your Affiliate(s) shall discontinue use of such products, and the licenses for individual copies of such products shall become null and void. This provision shall not be construed to cause the licenses for an entire product line, or all copies of a given product, to become void. Rather, it shall be narrowly construed to apply only to licenses for specific copies of a given products for which both i) we are unable to cure non-compliance; and ii) the user or users of such copy require compliance in order to perform one or more tasks. For purposes of this paragraph, the depreciated value of an enterprise license or additional product license will be calculated based on (i) the straight-line amortization of the total per-unit reference price for each all installment payments (paid and unpaid) for such license over a twenty-four (24) month period from the date the enterprise product or additional product for such license was, or should have been, ordered; minus (ii) the per-unit reference price of any unpaid installment payments for such license.